

53-3-32 to  
Waterfall 53-3-33TRANSFER  
TAX  
PAIDQUIT-CLAIM DEED WITHOUT COVENANT

(Corporation)

001438

48-31970  
48-322 ✓

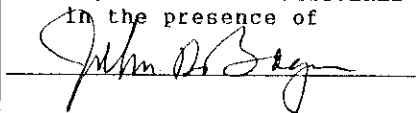
KNOW ALL MEN BY THESE PRESENTS, that BJORN REALTY CORP., a corporation organized and existing under the laws of the State of Maine and located at Farmington in the County of Franklin and State of Maine, in consideration of one dollar (\$1.00) and other valuable consideration, paid by PEOPLES HERITAGE SAVINGS BANK, a Maine banking corporation with its principal place of business in Portland, Maine, whose mailing address is One Portland Square, Portland, Maine, the receipt whereof it does hereby acknowledge, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY and FOREVER QUIT-CLAIM unto the said Peoples Heritage Savings Bank, its successors and assigns forever, the following described premises:

See Schedule A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, its successors and assigns, to its and their use and behoof forever.

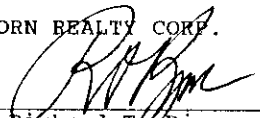
IN WITNESS WHEREOF, the said Bjorn Realty Corp. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Richard T. Bjorn, its President thereunto duly authorized, this 31 day of August, in the year of our Lord one thousand nine hundred and ninety-one.

SIGNED, SEALED AND DELIVERED  
in the presence of



BJORN REALTY CORP.

By

  
Richard T. Bjorn  
Its President  
duly authorized

STATE OF MAINE  
KENNEBEC, ss.

8/31, 1991

Then personally appeared the above named Richard T. Bjorn, President of said grantor corporation as aforesaid, and acknowledged the above instrument to be his free act and deed in his said capacity, and the free act and deed of said grantor corporation.

Before me,

SEAL

*Margaret J. Davis*

Notary Public  
MARGARET J. DAVIS  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES MARCH 7, 1993

Typed or Printed Name of  
Notary Public

9291V

PIERCE, ATWOOD,  
SCRIBNER, ALLEN,  
SMITH & LANCASTER  
77 WINTHROP ST.  
AUGUSTA, MAINE  
04330

SCHEDULE A

All right, title and interest of the grantor in and to a certain lot or parcel of land in the City of Waterville, County of Kennebec and State of Maine, as is covered by grantee's building addition constructed, occupied and leased by Waterville Savings Bank pursuant to a Lease dated December 8, 1980, a Memorandum of which was recorded in said Registry, Book 2348, Page 302. The area being conveyed is more fully set forth and described as follows:

Beginning at a brass plug in a granite monument located at or near the Westerly street line of Main Street in Waterville, said brass plug marking the Southeasterly corner of land conveyed to grantee's predecessor in title, Waterville Savings Bank by deeds recorded in Book 2078, Page 4, and Book 745, Page 239, of the Kennebec County Registry of Deeds, said plug also marking the Northeasterly corner of land conveyed to the grantor herein by deed recorded in Book 3506, Page 312, of said Registry; thence South eighty-six degrees nineteen minutes West (S 86°19' W) along the Southerly line of land formerly of the Waterville Savings Bank, now of the grantee herein, one hundred one and zero tenths (101.0) feet, more or less, to the Westerly side of a brick wall that forms the outer wall of grantee's building addition; thence South three degrees forty-one minutes East (S 03°41' E) along land retained by the grantor and said building addition outer wall five and nine tenths (5.9) feet to the northerly wall of grantor's building; thence North eighty-six degrees nineteen minutes East (N 86°19' E) along the Northerly side of grantor's building wall one hundred one and three tenths (101.3) feet to the Westerly line of Main Street; thence North four degrees five minutes West (N 04°05' W) along the Westerly line of Main Street five and nine tenths (5.9) feet to the brass plug at the point of beginning. The herein-described parcel of land contains five hundred ninety-six (596) square feet, more or less.

Together with the right to maintain, replace and repair the roof and upper wall of said building addition but only to the extent the roof overhangs the grantor's building as of the date of this deed and only for so long as the grantor's building remains at its present location. Notwithstanding the foregoing, if any settlement or shift in grantor's building occurs that results in a minor shift of grantee's roof overhang, a valid easement shall exist for such additional encroachment under the

terms of this conveyance. Grantor agrees to give grantee six months notice of grantor's intention to destroy any portion of the support wall. The within-described property and roof overhang are more fully set forth and described on the attached sketch. To the extent that the above description conflicts with the area shown on the recorded survey referred to in the sketch, the above description shall control.

By acceptance of this deed, grantee, its successors and assigns, covenant and agree as follows:

1. Grantee may use at its own risk and expense those portions of the outer surface of grantor's building wall as form the inner wall of grantee's building addition for minor decoration and the hanging of pictures, shelves and other decorative items that do not deface or affect the structural integrity of grantor's wall or building.
2. Grantee may use at its own risk and expense grantor's wall for support of grantee's existing addition upper wall and roof. Grantee takes full responsibility for any damage to grantor's wall, building, building contents and business operations arising out of grantee's use of such wall for the use and support of any of grantee's addition and any repair or maintenance work done to or for the benefit of grantee's addition.
3. Grantee shall not enlarge any portion of its building addition or take any action that would increase the structural load presently existing on grantor's outer wall.

Together with the right to enter onto the rear of grantor's property and the roof of grantor's building immediately adjacent to grantee's building addition for access to grantee's building addition roof for necessary repairs and maintenance of the same and with prior notice to grantor except in the case of an

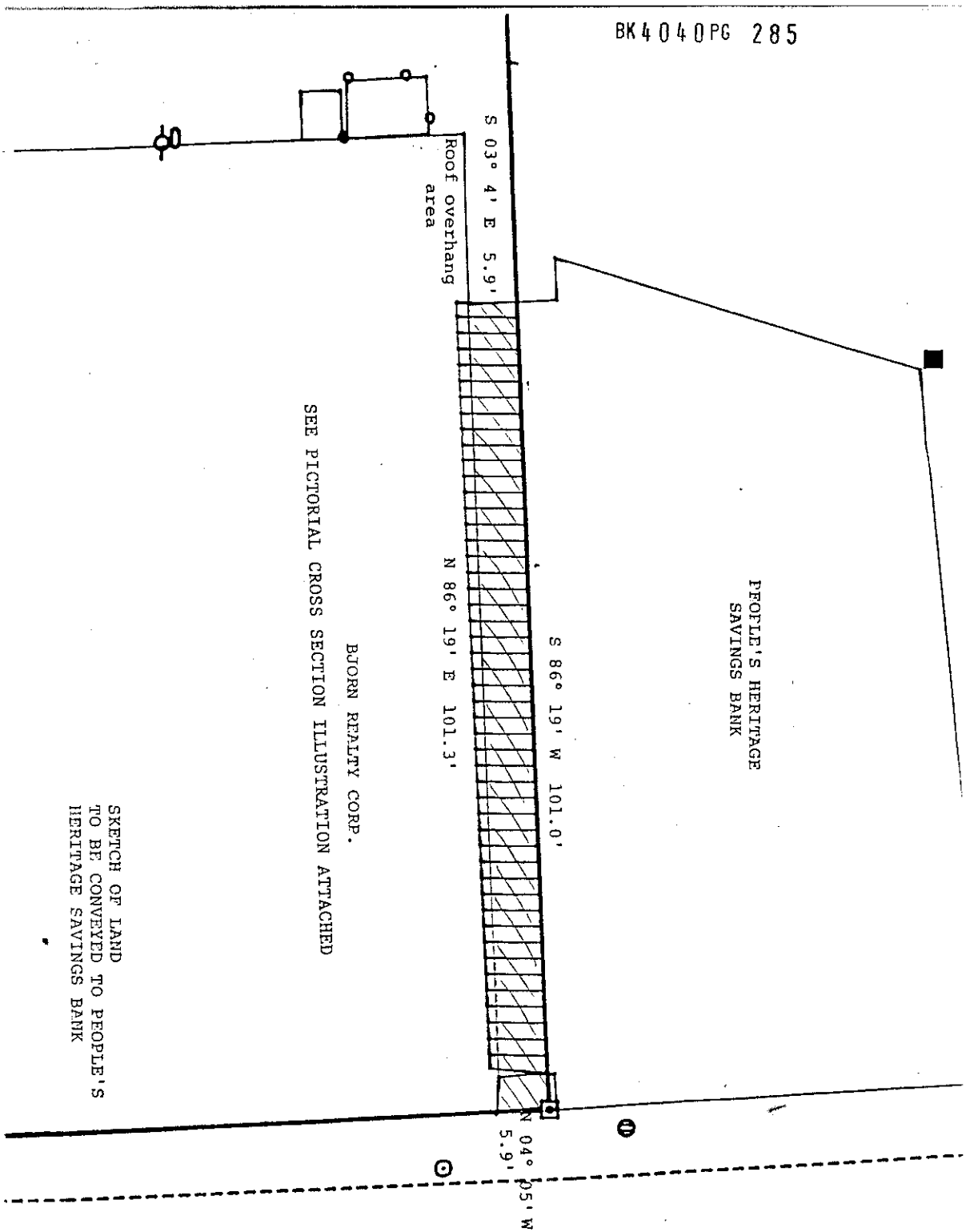
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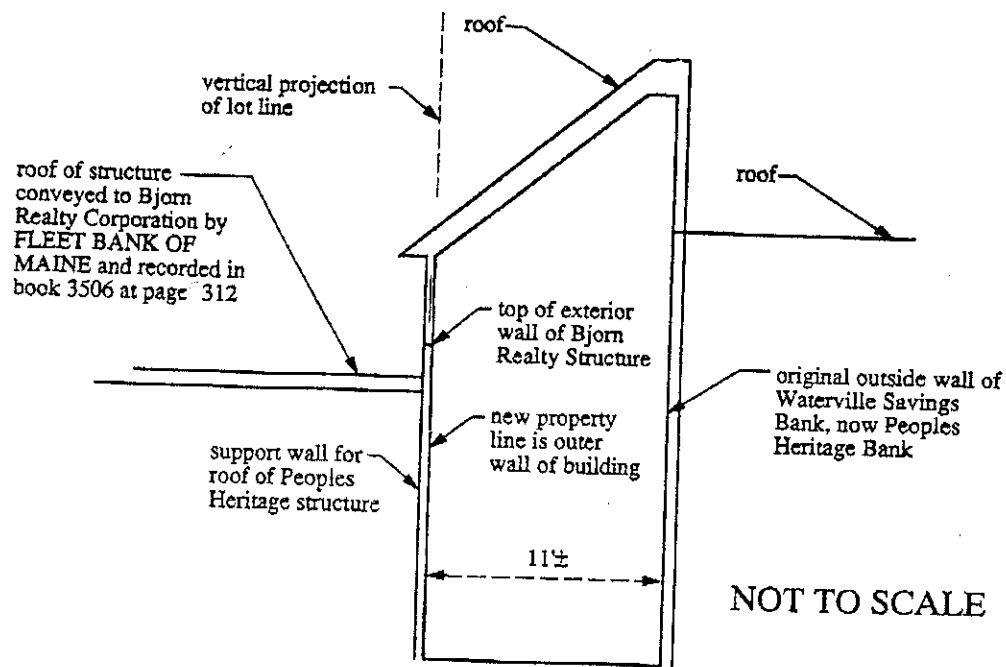
emergency requiring immediate access to avoid injury to persons or property. All repairs shall be done in a safe and workmanlike manner without any damage to grantor's building and roof. Grantee shall indemnify and hold harmless grantor from and against any claims, demands and causes of action including damage to property and injury to persons arising out of grantee's use of grantor's outer wall and roof, including reasonable attorneys' fees.

The within-described premises being a portion of property set forth in a warranty deed from Fleet Bank of Maine, dated February 17, 1989, and recorded in said Registry, Book 3506, Page 312. Reference also may be had to a survey entitled "Standard Boundary Survey for Richard Bjorn in Waterville, Kennebec County, Maine," dated February, 1989, recorded in the Kennebec County Registry of Deeds as File Plan No. D-89045.

0340H

PIERCE, ATWOOD,  
SCRIBNER, ALLEN,  
SMITH & LANCASTER  
77 WINTHROP ST.  
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pictorial cross section of Bjorn Realty structure and Peoples Heritage Bank structure drawn parallel with Main Street and representing the approximate mid point of the buildings.

RECEIVED KENNEBEC SS.

1992 JAN 22 AM 9:00

ATTEST: *Theresa R. Munn*  
REGISTER OF DEEDS